

|                                 |  |                               |  |
|---------------------------------|--|-------------------------------|--|
| <i>SERFF Tracking Number:</i>   | <i>ZURC-126161805</i>  | <i>State:</i>                 | <i>Arkansas</i>                        |
| <i>Filing Company:</i>          | <i>Zurich American Insurance Company</i>                       | <i>State Tracking Number:</i> | <i>42466</i>                           |
| <i>Company Tracking Number:</i> | <i>CW AH 28777</i>   |                               |  |
| <i>TOI:</i>                     | <i>H02G Group Health - Accident Only</i>                       | <i>Sub-TOI:</i>               | <i>H02G.000 Health - Accident Only</i> |
| <i>Product Name:</i>            | <i>Group Accident Policy New Optional Endorsement and Rate</i> |                               |  |
| <i>Project Name/Number:</i>     | <i>/CW AH 28777</i>  |                               |  |

## Filing at a Glance

Company: Zurich American Insurance Company

Product Name: Group Accident Policy – New    SERFF Tr Num: ZURC-126161805    State: ArkansasLH

Optional Endorsement and Rate

TOI: H02G Group Health - Accident Only

SERFF Status: Closed

State Tr Num: 42466

Sub-TOI: H02G.000 Health - Accident Only

Co Tr Num: CW AH 28777

State Status: Approved-Closed

Filing Type: Form

Co Status: Not Applicable

Reviewer(s): Rosalind Minor

Author: Karen Falbo

Disposition Date: 05/29/2009

Date Submitted: 05/22/2009

Disposition Status: Approved-Closed

Implementation Date Requested: 07/01/2009

Implementation Date:

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number: CW AH 28777

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 05/29/2009

Explanation for Other Group Market Type:

State Status Changed: 05/29/2009

Deemer Date:

Corresponding Filing Tracking Number: NA

Filing Description:

The purpose of this filing is to seek approval of a new optional endorsement for use with our Group Accident Policy.

The Group Accident Policy was placed on file in Arkansas under company filing number CW AH 25595 and department number 33895.

This new endorsement responds to the needs of our customers. This endorsement provides an additional benefit to

|                                 |  |                               |  |
|---------------------------------|--|-------------------------------|--|
| <i>SERFF Tracking Number:</i>   | <i>ZURC-126161805</i>  | <i>State:</i>                 | <i>Arkansas</i>                        |
| <i>Filing Company:</i>          | <i>Zurich American Insurance Company</i>                       | <i>State Tracking Number:</i> | <i>42466</i>                           |
| <i>Company Tracking Number:</i> | <i>CW AH 28777</i>   |                               |  |
| <i>TOI:</i>                     | <i>H02G Group Health - Accident Only</i>                       | <i>Sub-TOI:</i>               | <i>H02G.000 Health - Accident Only</i> |
| <i>Product Name:</i>            | <i>Group Accident Policy New Optional Endorsement and Rate</i> |                               |  |
| <i>Project Name/Number:</i>     | <i>/CW AH 28777</i>  |                               |  |

our Policyholders and Insureds in that the Company will reimburse, on a secondary basis, eligible medical expenses incurred by a Covered Person, which were the result of a Covered Accident or an Illness while traveling outside their country of residence or permanent assignment.

This endorsement may be marketed through brokers, consultants, third party administrators and sales employees.

## Company and Contact

### Filing Contact Information

|                              |                          |
|------------------------------|--------------------------|
| Karen Falbo, Product Analyst | karen.falbo@zurichna.com |
| 1400 American Lane           | (847) 605-7545 [Phone]   |
| Schaumburg, IL 60196         | (847) 605-7768[FAX]      |

### Filing Company Information

|                                   |                         |                             |
|-----------------------------------|-------------------------|-----------------------------|
| Zurich American Insurance Company | CoCode: 16535           | State of Domicile: New York |
| 1400 American Lane                | Group Code: 212         | Company Type:               |
| Schaumburg, IL 60102              | Group Name:             | State ID Number:            |
| (847) 605-6000 ext. [Phone]       | FEIN Number: 36-4233459 |                             |
|                                   | -----                   |                             |

## Filing Fees

|                  |   |
|------------------|---|
| Fee Required?    | Yes                                     |
| Fee Amount:      | \$40.00                                 |
| Retaliatory?     | No                                      |
| Fee Explanation: | Arkansas's fee is \$20 per endorsement. |
| Per Company:     | No                                      |

|                                   |         |                |               |
|-----------------------------------|---------|----------------|---------------|
| COMPANY                           | AMOUNT  | DATE PROCESSED | TRANSACTION # |
| Zurich American Insurance Company | \$40.00 | 05/22/2009     | 28057723      |

|                                 |  |                               |  |
|---------------------------------|--|-------------------------------|--|
| <i>SERFF Tracking Number:</i>   | <i>ZURC-126161805</i>  | <i>State:</i>                 | <i>Arkansas</i>                        |
| <i>Filing Company:</i>          | <i>Zurich American Insurance Company</i>                       | <i>State Tracking Number:</i> | <i>42466</i>                           |
| <i>Company Tracking Number:</i> | <i>CW AH 28777</i>   |                               |  |
| <i>TOI:</i>                     | <i>H02G Group Health - Accident Only</i>                       | <i>Sub-TOI:</i>               | <i>H02G.000 Health - Accident Only</i> |
| <i>Product Name:</i>            | <i>Group Accident Policy New Optional Endorsement and Rate</i> |                               |  |
| <i>Project Name/Number:</i>     | <i>/CW AH 28777</i>  |                               |  |

## Correspondence Summary

### Dispositions

| <b>Status</b>   | <b>Created By</b> | <b>Created On</b> | <b>Date Submitted</b> |
|-----------------|-------------------|-------------------|-----------------------|
| Approved-Closed | Rosalind Minor    | 05/29/2009        | 05/29/2009            |

|                                 |  |                               |  |
|---------------------------------|--|-------------------------------|--|
| <i>SERFF Tracking Number:</i>   | <i>ZURC-126161805</i>  | <i>State:</i>                 | <i>Arkansas</i>                        |
| <i>Filing Company:</i>          | <i>Zurich American Insurance Company</i>                       | <i>State Tracking Number:</i> | <i>42466</i>                           |
| <i>Company Tracking Number:</i> | <i>CW AH 28777</i>   |                               |  |
| <i>TOI:</i>                     | <i>H02G Group Health - Accident Only</i>                       | <i>Sub-TOI:</i>               | <i>H02G.000 Health - Accident Only</i> |
| <i>Product Name:</i>            | <i>Group Accident Policy New Optional Endorsement and Rate</i> |                               |  |
| <i>Project Name/Number:</i>     | <i>/CW AH 28777</i>  |                               |  |

## **Disposition**

Disposition Date: 05/29/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

*SERFF Tracking Number:*      *ZURC-126161805*      *State:*      *Arkansas*  
*Filing Company:*      *Zurich American Insurance Company*      *State Tracking Number:*      *42466*  
*Company Tracking Number:*      *CW AH 28777*  
*TOI:*      *H02G Group Health - Accident Only*      *Sub-TOI:*      *H02G.000 Health - Accident Only*  
*Product Name:*      *Group Accident Policy New Optional Endorsement and Rate*  
*Project Name/Number:*      */CW AH 28777*

| <b>Item Type</b>           | <b>Item Name</b>                     | <b>Item Status</b> | <b>Public Access</b> |
|----------------------------|--------------------------------------|--------------------|----------------------|
| <b>Supporting Document</b> | Flesch Certification                 | Approved-Closed    | Yes                  |
| <b>Supporting Document</b> | Application                          | Approved-Closed    | Yes                  |
| <b>Supporting Document</b> | Statement of Variables               | Approved-Closed    | Yes                  |
| <b>Supporting Document</b> | Explanatory-Form                     | Approved-Closed    | Yes                  |
| <b>Form</b>                | Out of Country Travel Medical        | Approved-Closed    | Yes                  |
|                            | Amendatory Endorsement (Certificate) |                    |                      |
| <b>Form</b>                | Out of Country Travel Medical        | Approved-Closed    | Yes                  |
|                            | Amendatory Endorsement               |                    |                      |

SERFF Tracking Number: ZURC-126161805 State: Arkansas

Filing Company: Zurich American Insurance Company State Tracking Number: 42466

Company Tracking Number: CW AH 28777

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Group Accident Policy New Optional Endorsement and Rate

Project Name/Number: /CW AH 28777

## Form Schedule

**Lead Form Number:** U-VA-114-A CW

| Review Status   | Form Number         | Form Type                                     | Form Name                        | Action  | Action Specific Data | Readability | Attachment   |
|-----------------|---------------------|---|----------------------------------|---------|----------------------|-------------|--|
| Approved-Closed | U-VA-114-A CW 04 09 | Certificate                                   | Out of Country Travel            | Initial |                      | 41          | U-VA-114-A CW - ZAIC Certificate Out of Country Medical Insurance Endorsement. pdf |
|                 |                     | Amendments, Insert Page, Endorsement or Rider | Medical Amendatory (Certificate) |         |                      |             |  |
| Approved-Closed | U-VA-115-A CW 04 09 | Policy/Contract                               | Out of Country Travel            | Initial |                      | 41          | U-VA-115-A CW - ZAIC Policy Out of Country Medical Insurance Endorsement. pdf      |
|                 |                     | Amendments, Insert Page, Endorsement or Rider | Medical Amendatory               |         |                      |             |  |

AMENDATORY ENDORSEMENT  
**Out of Country Travel Medical Insurance**



**ZURICH AMERICAN INSURANCE COMPANY**  
Schaumburg, Illinois

This endorsement, effective [April 1, 2009], forms a part of **Policy** No. [XXXXXXX-XX], issued to [ ].

**THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the Group Accident Policy.

It is hereby understood and agreed that the following changes are made and incorporated into the **Certificate**.

**SECTION II – SCHEDULE** is amended to include the following:

| <b>ADDITIONAL BENEFITS:</b>  | <b>Classes Covered</b>       |
|--|------------------------------|
| Out of Country Travel Medical Insurance  | [ALL]                        |
| Additional Out of Country Travel Medical Insurance Premium:<br>[Insured][Covered Person] | [\$.XX per day per traveling |
| Limit of Liability per person:   | [\$100,000]                  |
| Deductible per person:   | [\$500]                      |

**SECTION VI – ADDITIONAL BENEFITS** is amended to include the following:

**OUT OF COUNTRY TRAVEL MEDICAL INSURANCE**

We will pay the [Reasonable and Customary and] **Medically Necessary** expenses incurred by the [Insured][Covered Person] resulting from either a **Covered Accident** or an **Illness** while traveling outside their country of residence or permanent assignment[.] [while on the **Business of the Policyholder**.] [while on a **Bona Fide Trip**] [including **Personal Deviations**.] [including **Personal Deviations** and **Side Trips**.] Coverage is provided solely on a secondary basis and after application of the deductible shown in the Schedule above. Benefits will be coordinated with any group or individual health insurance.

Coverage is conditional upon the notification [within 24 hours] by the [Insured][Covered Person] or **Policyholder** to Zurich Travel Assistance at [1-XXX-XXX-XXXX], of the need for medical treatment. Zurich Travel Assistance, in conjunction with the local attending physician, shall coordinate the most suitable medical care including emergency evacuation or repatriation if necessary.

**OUT OF COUNTRY TRAVEL MEDICAL INSURANCE DEFINITIONS:**

**Business of the Policyholder** means an assignment by or at the direction of the **Policyholder** to further the business of the **Policyholder**. It does not include an **Accident** occurring during bona fide leaves of absence or vacation.

**Bona Fide Trip** means a trip that requires the [Insured][Covered Person] to travel outside the limits of the city or municipality where he or she normally works.

**Personal Deviation** means non-business activities undertaken while on the **Business of the Policyholder**, but unrelated to furthering the **Business of the Policyholder**.

**Side Trip** means non-business travel of a personal nature that: 1) is incidental to the business trip; 2) would not have been taken if not for the business trip; [and] 3) is taken during the course of the business trip[.] [and lasts for no more than [72] hours.]

**Illness** means a sickness or disease which impairs the normal functions of the body.

**Medically Necessary** means that the medical service or treatment:

1. is essential for the diagnosis, treatment or care of the **Covered Injury** or **Illness** for which it is prescribed or performed;
2. meets generally accepted standards of medical practice; and
3. is ordered by a licensed medical provider within the scope of his or her practice.

**Pre-existing Condition** means a condition for which the [Insured][Covered Person] has sought or received medical advice or treatment for within [six (6)] months of the event.

**[Reasonable and Customary]** expenses means the common charges made by other health care providers in the same locality for the treatment furnished. If the common charges for a service cannot be determined due to the unusual nature of such service, **We** will determine the amount based upon:

1. the complexity involved;
2. the degree of professional skill required; and
3. any other pertinent factors.

**We** reserve the right to make the final determination of what is **Reasonable and Customary**.]

#### **OUT OF COUNTRY TRAVEL MEDICAL INSURANCE EXCLUSIONS:**

In addition to the General Exclusions stated in the **Certificate**, **We** will not cover expenses under this additional benefit for:

1. emergency evacuation expenses without the prior approval of Zurich Travel Assistance;
2. in-patient hospital treatment unless the [Insured][Covered Person] has notified Zurich Travel Assistance in advance of the planned admission and allowed them to coordinate care or, in the case of an emergency admission, notified Zurich Travel Assistance within [24 hours] of said admission;
3. non-emergency medical expenses unless prior notice is given to Zurich Travel Assistance;
4. any medical expenses incurred by the [Insured][Covered Person] for treatment provided after Zurich Travel Assistance, based on the advice of a Medical Practitioner, has recommended the repatriation of the [Insured][Covered Person] to their Country of Permanent Residence or assignment;
5. any medical expenses incurred if the travel was undertaken for the purpose of obtaining medical treatment;
6. [medical expenses recoverable from any group or individual health insurance policy or national health insurance plan;]
7. medical expenses incurred more than [twelve (12)] months from the date of the **Covered Injury** or onset of **Illness**;
8. medical expenses resulting from the [Insured][Covered Person] engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft;
9. cosmetic or plastic surgery;
10. pregnancy unless such expenses are incurred as a result of an emergency, then a maximum benefit of [\$3,000.00] shall apply;
11. medical expenses with respect to a **Pre-existing Condition** that the [Insured][Covered Person] has sought medical treatment for within [six (6)] months of the event;
12. an injury or sickness for which the [Insured][Covered Person] is entitled to benefits under Workers Compensation, Employer Liability, or similar law[; or
13. [expenses which are more than **Reasonable and Customary**; or]
14. [travel into the United States of America].

#### **OUT OF COUNTRY TRAVEL MEDICAL INSURANCE GENERAL POLICY CONDITIONS:**



## **SUBROGATION**

**We** have the right to recover all payments including future payments, which **We** have made to the **[Insured][Covered Person]** or on behalf of the **[Insured's][Covered Person's]** covered dependents, heirs, guardians or executors or will be obligated to pay in the future to the **[Insured][Covered Person]**, from any third party. If the **[Insured][Covered Person]** recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to the **[Insured][Covered Person]**. The **[Insured][Covered Person]** agrees to assist **Us** in preserving **Our** rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**.

## **COORDINATION OF BENEFITS**

The coverage provided under this endorsement will always be treated as secondary (Secondary Plan) to any other insurance (Primary Plan).

Coordination of Benefits (COB) applies whenever the **[Insured][Covered Person]** has health coverage under more than one plan, as defined below. The purpose of coordinating benefits is to help the **[Insured][Covered Person]** pay for medical expenses, but not to result in total benefits that are greater than the expenses actually incurred.

The Primary Plan pays without regard to the possibility that another plan may cover some expenses. A Secondary Plan pays for medical expenses after the Primary Plan has processed the claim, and will reduce the benefits it pays so that the total payment between the Primary Plan and Secondary Plan does not exceed the expenses actually incurred.

**We** will coordinate benefits with the following types of medical plans:

1. group health plans, whether insured or self-insured;
2. hospital indemnity benefits in excess of \$200 per day;
3. specified disease policies;
4. foreign national health care plans;
5. medical payments under group or individual automobile policies;
6. medical payments under homeowner's insurance policies; or
7. other governmental benefits, as permitted by law.

Except for the above, this Amendatory Endorsement does not vary, alter, waive, or extend any of the terms of the **Certificate** to which it is attached.

Endorsement No. [XX]

Signed for by Zurich American Insurance Company [ \_\_\_\_\_ ]      Date: [April 1, 2009]

AMENDATORY ENDORSEMENT  
**Out of Country Travel Medical Insurance**



**ZURICH AMERICAN INSURANCE COMPANY**  
Schaumburg, Illinois

This endorsement, effective [April 1, 2009], forms a part of **Policy** No. [XXXXXXX-XX], issued to [ ].

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the Group Accident Policy.

It is hereby understood and agreed that the following changes are made and incorporated into the **Policy**.

**SECTION II – SCHEDULE** is amended to include the following:

| <b>ADDITIONAL BENEFITS:</b>  | <b>Classes Covered</b>       |
|--|------------------------------|
| Out of Country Travel Medical Insurance  | [ALL]                        |
| Additional Out of Country Travel Medical Insurance Premium:<br>[Insured][Covered Person] | [\$.XX per day per traveling |
| Limit of Liability per person:   | [\$100,000]                  |
| Deductible per person:   | [\$500]                      |

**SECTION VI – ADDITIONAL BENEFITS** is amended to include the following:

**OUT OF COUNTRY TRAVEL MEDICAL INSURANCE**

We will pay the [Reasonable and Customary and] **Medically Necessary** expenses incurred by the [Insured][Covered Person] resulting from either a **Covered Accident** or an **Illness** while traveling outside their country of residence or permanent assignment[.] [while on the **Business of the Policyholder**.] [while on a **Bona Fide Trip**] [including **Personal Deviations**.] [including **Personal Deviations** and **Side Trips**.] Coverage is provided solely on a secondary basis and after application of the deductible shown in the Schedule above. Benefits will be coordinated with any group or individual health insurance.

Coverage is conditional upon the notification [within 24 hours] by the [Insured][Covered Person] or **Policyholder** to Zurich Travel Assistance at [1-XXX-XXX-XXXX], of the need for medical treatment. Zurich Travel Assistance, in conjunction with the local attending physician, shall coordinate the most suitable medical care including emergency evacuation or repatriation if necessary.

**OUT OF COUNTRY TRAVEL MEDICAL INSURANCE DEFINITIONS:**

**Business of the Policyholder** means an assignment by or at the direction of the **Policyholder** to further the business of the **Policyholder**. It does not include an **Accident** occurring during bona fide leaves of absence or vacation.

**Bona Fide Trip** means a trip that requires the [Insured][Covered Person] to travel outside the limits of the city or municipality where he or she normally works.

**Personal Deviation** means non-business activities undertaken while on the **Business of the Policyholder**, but unrelated to furthering the **Business of the Policyholder**.

**Side Trip** means non-business travel of a personal nature that: 1) is incidental to the business trip; 2) would not have been taken if not for the business trip; [and] 3) is taken during the course of the business trip[.] [and lasts for no more than [72] hours.]

**Illness** means a sickness or disease which impairs the normal functions of the body.

**Medically Necessary** means that the medical service or treatment:

1. is essential for the diagnosis, treatment or care of the **Covered Injury** or **Illness** for which it is prescribed or performed;
2. meets generally accepted standards of medical practice; and
3. is ordered by a licensed medical provider within the scope of his or her practice.

**Pre-existing Condition** means a condition for which the [Insured][Covered Person] has sought or received medical advice or treatment for within [six (6)] months of the event.

**[Reasonable and Customary]** expenses means the common charges made by other health care providers in the same locality for the treatment furnished. If the common charges for a service cannot be determined due to the unusual nature of such service, **We** will determine the amount based upon:

1. the complexity involved;
2. the degree of professional skill required; and
3. any other pertinent factors.

**We** reserve the right to make the final determination of what is **Reasonable and Customary**.]

#### **OUT OF COUNTRY TRAVEL MEDICAL INSURANCE EXCLUSIONS:**

In addition to the General Exclusions stated in the **Policy**, **We** will not cover expenses under this additional benefit for:

1. emergency evacuation expenses without the prior approval of Zurich Travel Assistance;
2. in-patient hospital treatment unless the [Insured][Covered Person] has notified Zurich Travel Assistance in advance of the planned admission and allowed them to coordinate care or, in the case of an emergency admission, notified Zurich Travel Assistance within [24 hours] of said admission;
3. non-emergency medical expenses unless prior notice is given to Zurich Travel Assistance;
4. any medical expenses incurred by the [Insured][Covered Person] for treatment provided after Zurich Travel Assistance, based on the advice of a Medical Practitioner, has recommended the repatriation of the [Insured][Covered Person] to their Country of Permanent Residence or assignment;
5. any medical expenses incurred if the travel was undertaken for the purpose of obtaining medical treatment;
6. [medical expenses recoverable from any group or individual health insurance policy or national health insurance plan;]
7. medical expenses incurred more than [twelve (12)] months from the date of the **Covered Injury** or onset of **Illness**;
8. medical expenses resulting from the [Insured][Covered Person] engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft;
9. cosmetic or plastic surgery;
10. pregnancy unless such expenses are incurred as a result of an emergency, then a maximum benefit of [\$3,000.00] shall apply;
11. medical expenses with respect to a **Pre-existing Condition** that the [Insured][Covered Person] has sought medical treatment for within [six (6)] months of the event;
12. an injury or sickness for which the [Insured][Covered Person] is entitled to benefits under Workers Compensation, Employer Liability, or similar law[; or
13. [expenses which are more than **Reasonable and Customary**; or]
14. [travel into the United States of America].

#### **OUT OF COUNTRY TRAVEL MEDICAL INSURANCE GENERAL POLICY CONDITIONS:**

## **SUBROGATION**

**We** have the right to recover all payments including future payments, which **We** have made to the **[Insured][Covered Person]** or on behalf of the **[Insured's][Covered Person's]** covered dependents, heirs, guardians or executors or will be obligated to pay in the future to the **[Insured][Covered Person]**, from any third party. If the **[Insured][Covered Person]** recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to the **[Insured][Covered Person]**. The **[Insured][Covered Person]** agrees to assist **Us** in preserving **Our** rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**.

## **COORDINATION OF BENEFITS**

The coverage provided under this endorsement will always be treated as secondary (Secondary Plan) to any other insurance (Primary Plan).

Coordination of Benefits (COB) applies whenever the **[Insured][Covered Person]** has health coverage under more than one plan, as defined below. The purpose of coordinating benefits is to help the **[Insured][Covered Person]** pay for medical expenses, but not to result in total benefits that are greater than the expenses actually incurred.

The Primary Plan pays without regard to the possibility that another plan may cover some expenses. A Secondary Plan pays for medical expenses after the Primary Plan has processed the claim, and will reduce the benefits it pays so that the total payment between the Primary Plan and Secondary Plan does not exceed the expenses actually incurred.

**We** will coordinate benefits with the following types of medical plans:

1. group health plans, whether insured or self-insured;
2. hospital indemnity benefits in excess of \$200 per day;
3. specified disease policies;
4. foreign national health care plans;
5. medical payments under group or individual automobile policies;
6. medical payments under homeowner's insurance policies; or
7. other governmental benefits, as permitted by law.

Except for the above, this Amendatory Endorsement does not vary, alter, waive, or extend any of the terms of the **Policy** to which it is attached.

Endorsement No. [XX]

Signed for by Zurich American Insurance Company [ \_\_\_\_\_ ]      Date: [April 1, 2009]

|                                 |  |                               |  |
|---------------------------------|--|-------------------------------|--|
| <i>SERFF Tracking Number:</i>   | <i>ZURC-126161805</i>  | <i>State:</i>                 | <i>Arkansas</i>                        |
| <i>Filing Company:</i>          | <i>Zurich American Insurance Company</i>                       | <i>State Tracking Number:</i> | <i>42466</i>                           |
| <i>Company Tracking Number:</i> | <i>CW AH 28777</i>   |                               |  |
| <i>TOI:</i>                     | <i>H02G Group Health - Accident Only</i>                       | <i>Sub-TOI:</i>               | <i>H02G.000 Health - Accident Only</i> |
| <i>Product Name:</i>            | <i>Group Accident Policy New Optional Endorsement and Rate</i> |                               |  |
| <i>Project Name/Number:</i>     | <i>/CW AH 28777</i>  |                               |  |

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: ZURC-126161805 State: Arkansas  
Filing Company: Zurich American Insurance Company State Tracking Number: 42466  
Company Tracking Number: CW AH 28777  
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
Product Name: Group Accident Policy New Optional Endorsement and Rate  
Project Name/Number: /CW AH 28777

## Supporting Document Schedules

**Satisfied -Name:** Flesch Certification **Review Status:** Approved-Closed 05/29/2009  
**Comments:**  
**Attachment:**  
UVA - ZAIC Out of Country Medical Certificate of Readability.pdf

**Bypassed -Name:** Application **Review Status:** Approved-Closed 05/29/2009  
**Bypass Reason:** NA  
**Comments:**

**Satisfied -Name:** Statement of Variables **Review Status:** Approved-Closed 05/29/2009  
**Comments:**  
**Attachment:**  
SOV UVA1150ACW0409.pdf

**Satisfied -Name:** Explanatory-Form **Review Status:** Approved-Closed 05/29/2009  
**Comments:**  
**Attachment:**  
Explanatory forms.pdf

# Certificate of Readability




**Zurich American Insurance Company**

I have reviewed or supervised the preparation of the attached policy forms. I hereby certify that to the best of my knowledge, information, and belief, these policy forms comply with the minimum readability standards required by your State Insurance Code.

The policy forms listed below have achieved the following Flesch Scores using the Flesch Reading Ease software published by Micro Power & Light Co.:

| Form Number           | Title   | Flesch Score |
|-----------------------|---|--------------|
| U-VA-114-A CW (04/09) | ZAIC Certificate Out of Country Medical Insurance Endorsement | 41           |
| U-VA-115-A CW (04/09) | ZAIC Policy Out of Country Medical Insurance Endorsement      | 41           |

Signature: 

Officer: Lisa Plante

Title: Vice President

Date: May 3, 2009

# Statement of Variables



Zurich American Insurance Company  
Schaumburg, Illinois

## **POLICY AMENDATORY ENDORSEMENT OUT OF COUNTRY MEDICAL INSURANCE**

### **Page 1**

This endorsement, effective [April 1, 2009],  
forms a part of **Policy** No.[XXXXXXXX-XX],

issued to [ ].

Effective date of the Endorsement

Policy Number of Policy to which this Endorsement is  
attached.

Name of Policyholder

### **SECTION II – SCHEDULE**

#### **CLASSES COVERED**

[ALL]

The appropriate Classes Covered will be inserted.

Additional Out of Country Travel Medical Insurance Pre-  
mium: [\$XX per day per traveling

**[Insured]**

**[Covered Person]**

This varies by calculation.

This will be in or out.

This will in or out.

Limit of Liability per person: [\$100,000]

The range will be \$25,000 - \$500,000.

Deductible per person: [\$500]

The range will be \$100 - \$5,000.

### **SECTION VI – ADDITIONAL BENEFITS**

#### **OUT OF COUNTRY TRAVEL MEDICAL INSURANCE**

**We** will pay the

**[Reasonable and Customary and]**

**Medically Necessary** expenses incurred by the

**[Insured]**

**[Covered Person]**

resulting from either a **Covered Accident** or an **Illness**  
while traveling outside their country of residence or  
permanent assignment

[.]

[while on the **Business of the Policyholder.**]

[while on a **Bona Fide Trip]**

[including **Personal Deviations.**]

[including **Personal Deviations** and **Side Trips.**]

Coverage is provided solely on a secondary basis and after  
application of the deductible shown in the Schedule above.

Benefits will be coordinated with any group or individual  
health insurance.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

Coverage is conditional upon the notification

[within 24 hours]

by the

**[Insured]**

**[Covered Person]**

or **Policyholder** to Zurich Travel Assistance at

[1-XXX-XXX-XXXX],

of the need for medical treatment. Zurich Travel  
Assistance, in conjunction with the local attending

This will be in or out.

This will be in or out.

This will be in or out.

Toll-free telephone number for Zurich Travel Assistance.



physician, shall coordinate the most suitable medical care including emergency evacuation or repatriation if necessary.

## OUT OF COUNTRY TRAVEL MEDICAL INSURANCE DEFINITIONS:

**Bona Fide Trip** means a trip that requires the

**[Insured]**

**[Covered Person]**

to travel outside the limits of the city or municipality where he or she normally works.

This will be in or out.

This will be in or out.

**Side Trip** means non-business travel of a personal nature that: 1) is incidental to the business trip; 2) would not have been taken if not for the business trip;

**[and]**

3) is taken during the course of the business trip

**[.]**

**[and lasts for no more than [72] hours.]**

This will be in or out.

This will be in or out.

This will be in or out. If in, the range will be 1 – 72 hours.

**Pre-existing Condition** means a condition for which the

**[Insured]**

**[Covered Person]**

has sought or received medical advice or treatment for within

**[six (6)] months of the event.**

This will be in or out.

This will be in or out.

The range will be 1 – 12 months.

**[Reasonable and Customary]** expenses means the common charges made by other health care providers in the same locality for the treatment furnished. If the common charges for a service cannot be determined due to the unusual nature of such service, **We** will determine the amount based upon:

1. the complexity involved;
2. the degree of professional skill required; and
3. any other pertinent factors.

**We** reserve the right to make the final determination of what is **Reasonable and Customary.**]

This will be in or out.

## OUT OF COUNTRY TRAVEL MEDICAL INSURANCE EXCLUSIONS:

In addition to the General Exclusions stated in the **Policy**,

**We** will not cover expenses under this additional benefit for:

1. emergency evacuation expenses without the prior approval of Zurich Travel Assistance;
2. in-patient hospital treatment unless the

**[Insured]**

**[Covered Person]**

has notified Zurich Travel Assistance in advance of the planned admission and allowed them to coordinate care or, in the case of an emergency admission, notified Zurich Travel Assistance within **[24 hours]** of said admission;

3. non-emergency medical expenses unless prior notice is given to Zurich Travel Assistance;
4. any medical expenses incurred by the

This will be in or out.

This will be in or out.

The range will be 1 – 72 hours.

- |  |   |
|--|---|
| <p><b>[Insured]</b><br/> <b>[Covered Person]</b><br/> for treatment provided after Zurich Travel Assistance, based on the advice of a Medical Practitioner, has recommended the repatriation of the</p>        | <p>This will be in or out.<br/> This will be in or out.</p>   |
| <p><b>[Insured]</b><br/> <b>[Covered Person]</b><br/> to their Country of Permanent Residence or assignment;</p>   | <p>This will be in or out.<br/> This will be in or out.</p>   |
| <p>5. any medical expenses incurred if the travel was undertaken for the purpose of obtaining medical treatment;</p>   |   |
| <p>6. [medical expenses recoverable from any group or individual health insurance policy or national health insurance plan;]</p>   | <p>This will be in or out.</p>  |
| <p>7. medical expenses incurred more than [twelve (12)] months from the date of the <b>Covered Injury</b> or onset of <b>Illness</b>;</p>  | <p>The range will be 6 – 24 months.</p>   |
| <p>8. medical expenses resulting from the <b>[Insured]</b><br/> <b>[Covered Person]</b><br/> engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft;</p>                                 | <p>This will be in or out.<br/> This will be in or out.</p>   |
| <p>9. cosmetic or plastic surgery;</p>   |   |
| <p>10. pregnancy unless such expenses are incurred as a result of an emergency, then a maximum benefit of [\$3,000.00] shall apply;</p>  | <p>The range will be \$500.00 - \$10,000.00</p>   |
| <p>11. medical expenses with respect to a <b>Pre-existing Condition</b> that the <b>[Insured]</b><br/> <b>[Covered Person]</b><br/> has sought medical treatment for within [six (6)] months of the event;</p> | <p>This will be in or out.<br/> This will be in or out.<br/> <br/> The range will be 1 – 12 months.</p> |
| <p>12. an injury or sickness for which the <b>[Insured]</b><br/> <b>[Covered Person]</b><br/> is entitled to benefits under Workers Compensation, Employer Liability, or similar law[; or</p>                  | <p>This will be in or out.<br/> This will be in or out.</p>   |
| <p>13. [expenses which are more than <b>Reasonable and Customary</b>; or]</p>  | <p>This will be in or out.</p>  |
| <p>14. [travel into the United States of America].</p>   | <p>This will be in or out.</p>  |

**OUT OF COUNTRY TRAVEL MEDICAL INSURANCE  
GENERAL POLICY CONDITIONS:**

**SUBROGATION**

**We** have the right to recover all payments including future payments, which **We** have made to the

- |   |   |
|---|---|
| <p><b>[Insured]</b><br/> <b>[Covered Person]</b><br/> or on behalf of the</p> | <p>This will be in or out.<br/> This will be in or out.</p> |
| <p><b>[Insured's]</b><br/> <b>[Covered Person's]</b></p>                      | <p>This will be in or out.<br/> This will be in or out.</p> |

covered dependents, heirs, guardians or executors or will be obligated to pay in the future to the

**[Insured]**

**[Covered Person]**

, from any third party. If the

**[Insured]**

**[Covered Person]**

recovers from any third party, We will be reimbursed first from such recovery to the extent of Our payments to the

**[Insured]**

**[Covered Person]**.

The

**[Insured]**

**[Covered Person]**

agrees to assist Us in preserving Our rights against any third party, including but not limited to, signing subrogation forms supplied by Us.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

### **COORDINATION OF BENEFITS**

The coverage provided under this endorsement will always be treated as secondary (Secondary Plan) to any other insurance (Primary Plan).

Coordination of Benefits (COB) applies whenever the

**[Insured]**

**[Covered Person]**

has health coverage under more than one plan, as defined below. The purpose of coordinating benefits is to help the

**[Insured]**

**[Covered Person]**

pay for medical expenses, but not to result in total benefits that are greater than the expenses actually incurred.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

The Primary Plan pays without regard to the possibility that another plan may cover some expenses. A Secondary Plan pays for medical expenses after the Primary Plan has processed the claim, and will reduce the benefits it pays so that the total payment between the Primary Plan and Secondary Plan does not exceed the expenses actually incurred.

## **CERTIFICATE AMENDATORY ENDORSEMENT OUT OF COUNTRY MEDICAL INSURANCE**

### **Page 1**

This endorsement, effective [April 1, 2009], forms a part of **Policy** No.[XXXXXXX-XX],

issued to [            ].

Effective date of the Endorsement

Policy Number of Policy to which this Endorsement is attached.

Name of Policyholder

### **SECTION II – SCHEDULE**

#### **CLASSES COVERED**

[ALL]

The appropriate Classes Covered will be inserted.

Additional Out of Country Travel Medical Insurance Premium: [\$XX per day per traveling

**[Insured]**

**[Covered Person]**

This varies by calculation.

This will be in or out.

This will in or out.

Limit of Liability per person: [\$100,000]

The range will be \$25,000 - \$500,000.

Deductible per person: [\$500]

The range will be \$100 - \$5,000.

### **SECTION VI – ADDITIONAL BENEFITS**

#### **OUT OF COUNTRY TRAVEL MEDICAL INSURANCE**

**We** will pay the

**[Reasonable and Customary and]**

**Medically Necessary** expenses incurred by the

**[Insured]**

**[Covered Person]**

resulting from either a **Covered Accident** or an **Illness** while traveling outside their country of residence or permanent assignment

[.]

[while on the **Business of the Policyholder.**]

[while on a **Bona Fide Trip]**

[including **Personal Deviations.**]

[including **Personal Deviations and Side Trips.**]

Coverage is provided solely on a secondary basis and after application of the deductible shown in the Schedule above.

Benefits will be coordinated with any group or individual health insurance.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

Coverage is conditional upon the notification

[within 24 hours]

by the

**[Insured]**

**[Covered Person]**

or **Policyholder** to Zurich Travel Assistance at

[1-XXX-XXX-XXXX],

of the need for medical treatment. Zurich Travel Assistance, in conjunction with the local attending physician, shall coordinate the most suitable medical care including emergency evacuation or repatriation if necessary.

This will be in or out.

This will be in or out.

This will be in or out.

Toll-free telephone number for Zurich Travel Assistance.

### **OUT OF COUNTRY TRAVEL MEDICAL INSURANCE**

#### **DEFINITIONS:**

**Bona Fide Trip** means a trip that requires the

**[Insured]**

This will be in or out.

**[Covered Person]**

to travel outside the limits of the city or municipality where he or she normally works.

This will be in or out.

**Side Trip** means non-business travel of a personal nature that: 1) is incidental to the business trip; 2) would not have been taken if not for the business trip;

[and]

This will be in or out.

3) is taken during the course of the business trip

[.]

This will be in or out.

[and lasts for no more than [72] hours.]

This will be in or out. If in, the range will be 1 – 72 hours.

**Pre-existing Condition** means a condition for which the **[Insured]**

This will be in or out.

**[Covered Person]**

This will be in or out.

has sought or received medical advice or treatment for within

[six (6)] months of the event.

The range will be 1 – 12 months.

**[Reasonable and Customary]** expenses means the common charges made by other health care providers in the same locality for the treatment furnished. If the common charges for a service cannot be determined due to the unusual nature of such service, **We** will determine the amount based upon:

This will be in or out.

4. the complexity involved;

5. the degree of professional skill required; and

6. any other pertinent factors.

**We** reserve the right to make the final determination of what is **Reasonable and Customary**.]

## **OUT OF COUNTRY TRAVEL MEDICAL INSURANCE EXCLUSIONS:**

In addition to the General Exclusions stated in the **Certificate**, **We** will not cover expenses under this additional benefit for:

1. emergency evacuation expenses without the prior approval of Zurich Travel Assistance;

2. in-patient hospital treatment unless the

**[Insured]**

This will be in or out.

**[Covered Person]**

This will be in or out.

has notified Zurich Travel Assistance in advance of the planned admission and allowed them to coordinate care or, in the case of an emergency admission, notified Zurich Travel Assistance within [24 hours] of said admission;

The range will be 1 – 72 hours.

3. non-emergency medical expenses unless prior notice is given to Zurich Travel Assistance;

4. any medical expenses incurred by the

**[Insured]**

This will be in or out.

**[Covered Person]**

This will be in or out.

for treatment provided after Zurich Travel Assistance, based on the advice of a Medical Practitioner, has recommended the repatriation of the

**[Insured]**

This will be in or out.

**[Covered Person]**

This will be in or out.

- |   |  |
|---|--|
| to their Country of Permanent Residence or assignment;  |  |
| 5. any medical expenses incurred if the travel was undertaken for the purpose of obtaining medical treatment;   |  |
| 6. [medical expenses recoverable from any group or individual health insurance policy or national health insurance plan;]   | This will be in or out.  |
| 7. medical expenses incurred more than [twelve (12)] months from the date of the <b>Covered Injury</b> or onset of <b>Illness</b> ;   | The range will be 6 – 24 months.   |
| 8. medical expenses resulting from the <b>[Insured]</b> <b>[Covered Person]</b> engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft;                                 | This will be in or out.<br>This will be in or out.   |
| 9. cosmetic or plastic surgery;   |  |
| 10. pregnancy unless such expenses are incurred as a result of an emergency, then a maximum benefit of [\$3,000.00] shall apply;  | The range will be \$500.00 - \$10,000.00   |
| 11. medical expenses with respect to a <b>Pre-existing Condition</b> that the <b>[Insured]</b> <b>[Covered Person]</b> has sought medical treatment for within [six (6)] months of the event; | This will be in or out.<br>This will be in or out.<br><br>The range will be 1 – 12 months. |
| 12. an injury or sickness for which the <b>[Insured]</b> <b>[Covered Person]</b> is entitled to benefits under Workers Compensation, Employer Liability, or similar law[; or                  | This will be in or out.<br>This will be in or out.   |
| 13. [expenses which are more than <b>Reasonable and Customary</b> ; or]   | This will be in or out.  |
| 14. [travel into the United States of America].   | This will be in or out.  |

## OUT OF COUNTRY TRAVEL MEDICAL INSURANCE GENERAL POLICY CONDITIONS:

### SUBROGATION

**We** have the right to recover all payments including future payments, which **We** have made to the

**[Insured]**

**[Covered Person]**

or on behalf of the

**[Insured's]**

**[Covered Person's]**

covered dependents, heirs, guardians or executors or will be obligated to pay in the future to the

**[Insured]**

**[Covered Person]**

, from any third party. If the

**[Insured]**

**[Covered Person]**

recovers from any third party, We will be reimbursed first

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

This will be in or out.

from such recovery to the extent of Our payments to the  
[Insured]  
[Covered Person].

This will be in or out.  
This will be in or out.

The  
[Insured]  
[Covered Person]

This will be in or out.  
This will be in or out.

agrees to assist Us in preserving Our rights against any  
third party, including but not limited to, signing subrogation  
forms supplied by Us.

### **COORDINATION OF BENEFITS**

The coverage provided under this endorsement will always  
be treated as secondary (Secondary Plan) to any other  
insurance (Primary Plan).

Coordination of Benefits (COB) applies whenever the  
[Insured]

This will be in or out.  
This will be in or out.

[Covered Person]  
has health coverage under more than one plan, as defined  
below. The purpose of coordinating benefits is to help the  
[Insured]

This will be in or out.  
This will be in or out.

[Covered Person]  
pay for medical expenses, but not to result in total benefits  
that are greater than the expenses actually incurred.

The Primary Plan pays without regard to the possibility that  
another plan may cover some expenses. A Secondary  
Plan pays for medical expenses after the Primary Plan has  
processed the claim, and will reduce the benefits it pays so  
that the total payment between the Primary Plan and  
Secondary Plan does not exceed the expenses actually  
incurred.



**Zurich American Insurance Company**

**EXPLANATORY MEMORANDUM  
OUT OF COUNTRY TRAVEL MEDICAL INSURANCE  
COMPANY FILING NUMBER – CW AH 28777  
U-VA-114-ACW (04/09)  
U-VA-115-A CW (04/09)**

This is a new endorsement form filing responding to the needs of our customers. This endorsement provides an additional benefit to our Policyholders and Insureds in that the Company will reimburse, on a secondary basis, eligible medical expenses incurred by a Covered Person, which were the result of a Covered Accident or an Illness while traveling outside their country of residence or permanent assignment.

This endorsement may be marketed through brokers, consultants, third party administrators and sales employees.

This filing includes a certification of readability and statement of variables.

This endorsements will be used with our Group Accident Policy, U-VA-100.